

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

In re:

Duro Dyne National Corp., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-27963 (MBK)

(Jointly Administered)

**SEVENTEENTH MONTHLY FEE STATEMENT OF**  
**GETZLER HENRICH & ASSOCIATES LLC**  
**FOR THE PERIOD MARCH 1, 2020 THROUGH MARCH 31, 2020**

Getzler Henrich & Associates LLC (“Getzler”), financial advisor to the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), submits this monthly fee statement for the period, March 1, 2020 through March 31, 2020 (the “March 2020 Fee Statement”) pursuant to the Court’s *Administrative Fee Order Establishing Certain Procedures for Allowance of Interim Compensation and Reimbursement of Expenses of Professionals Retained By Order of this Court*, dated December 18, 2018 [Docket No. 345] (the “Administrative Order”). Pursuant to the Administrative Order, responses to the Seventeenth Fee Statement, if any, are due May 7, 2020.

Dated: April 27, 2020

Respectfully submitted,

**GETZLER HENRICH & ASSOCIATES LLC**

/s/ Mark D. Podgainsky

Mark D. Podgainsky

295 Madison Avenue

New York, NY 10017

*Financial Advisor to the Debtors and Debtors-in-Possession*

---

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: Duro Dyne National Corp. (4664); Duro Dyne Machinery Corp. (9699); Duro Dyne Corporation (3616); Duro Dyne West Corp. (5943); and Duro Dyne Midwest Corp. (4662).

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**D.N.J. LBR 2016-1 FEE APPLICATION COVER SHEET**

IN RE: Duro Dyne National Corp., *et al.* APPLICANT: Getzler Henrich & Associates LLC  
CASE NO.: 18-27963 (MBK) CLIENT: Chapter 11 Debtors  
CHAPTER: 11 CASE FILED: September 7, 2018

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION UNDER  
PENALTY OF PERJURY, PURSUANT TO 28 U.S.C. SECTION 1746

RETENTION ORDER(S) ATTACHED

---

SECTION I  
FEE SUMMARY

---

**MONTHLY FEE STATEMENT OF GETZLER HENRICH AND ASSOCIATES  
FOR THE PERIOD MARCH 1, 2020 THROUGH MARCH 31, 2020**

	<u>FEE</u>	<u>EXPENSES</u>
TOTAL PREVIOUS FEES REQUESTED	\$ <u>832,357.75</u>	\$ <u>17,393.60</u>
TOTAL FEES ALLOWED TO DATE:	\$ <u>722,151.50</u>	\$ <u>14,851.03</u>
TOTAL RETAINER ( IF APPLICABLE)	\$ <u>0-</u>	\$ <u>-0-</u>
TOTAL HOLDBACK (IF APPLICABLE)	\$ <u>14,509.05-</u>	\$ <u>-0-</u>
TOTAL RECEIVED BY GETZLER HENRICH & ASSOCIATES	\$ <u>751,452.70</u>	\$ <u>15,429.63</u>

FEE TOTALS – PAGE 2	\$2,578.00
DISBURSEMENTS TOTALS - PAGE 3	+ <u>\$0.90</u>
TOTAL FEE APPLICATION	\$2,578.90
MINUS 20% HOLDBACK	- <u>\$515.60</u>
AMOUNT SOUGHT AT THIS TIME	\$2,063.30

Name of Professional Person	Position of the Applicant, Number of Years in that Position	Hourly Billing Rate (\$) (including changes)	Total Billed Hours	Total Compensation (\$)
Gupta, Charvi	Associate Director since 2020; 3 years prior experience	\$350.00	0.5	\$175.00
Podgainy, Mark	Managing Director since 2014 (5 years)	\$445.00	5.4	2,403.00
<b>Grand Total:</b>			<b>5.9</b>	<b>\$2,578.00</b>
<b>Blended Rate:</b>		<b>\$436.94</b>		

**SECTION II  
SUMMARY OF SERVICES**

SERVICES RENDERED	HOURS	FEE
Accounting & Audit	0.0	\$0.00
Bankruptcy Consulting	.7	311.50
Budget Preparation	0.0	0.00
Claims Analysis & Negotiation	0.0	0.00
Creditor Committee Matter	0.0	0.00
Confirmation Issues	0.0	0.00
Court Hearing Prep	0.0	0.00
DIP Financing	.5	222.50
Disclosure Statement Issues	0.0	0.00
Fee/Employment Application	4.7	2,044.00
Fresh Start Accounting Issues	0.0	0.00
Monthly Operating Report	0.0	0.00
Motion Review / Analysis	0.0	0.00
Operational Review	0.0	0.00
Plan of Reorganization	0.0	0.00
Supplier Issues	0.0	0.00
Travel	0.0	0.00
<b>SERVICE TOTALS</b>	<b>5.9</b>	<b>\$2,578.00</b>

---

**SECTION III  
SUMMARY OF DISBURSEMENTS**

	<b>AMOUNT</b>
Miscellaneous – Pacer Access	\$0.90
<b>TOTAL DISBURSEMENTS</b>	<b>\$0.90</b>

---

**SECTION IV  
CASE HISTORY**

---

(NOTE: Items 3 - 6 are not applicable to applications under 11 U.S.C. §506)

- (1) DATE CASE FILED: September 7, 2018
- (2) CHAPTER UNDER WHICH CASE WAS COMMENCED: 11
- (3) DATE OF RETENTION: October 19, 2018, effective as of September 7, 2018 [Docket No. 195]. See Order attached.
- (4) SUMMARIZE IN BRIEF THE BENEFITS TO THE ESTATE AND ATTACH SUPPLEMENTS AS NEEDED:
  - a) Getzler assisted the Debtors in preparing, updating and monitoring the DIP budget, monitoring receipts and payments to ensure compliance with the cash collateral order, and assisting in related reporting;
  - b) Getzler consulted with and assisted the Debtors in analyzing their operational and business performance to improve operational efficiency and profitability;
  - c) Getzler provided such other services consistent with its engagement letter.
- (5) ANTICIPATED DISTRIBUTION TO CREDITORS:
  - (A) ADMINISTRATION EXPENSES: (100%)
  - (B) SECURED CREDITORS: (100%)
  - (C) PRIORITY CREDITORS: (100%)
  - (D) GENERAL UNSECURED CREDITORS: (100%)

- (6) FINAL DISPOSITION OF CASE AND PERCENTAGE OF DIVIDEND PAID TO CREDITORS (IF APPLICABLE): Final disposition of case and dividend are unknown at this time.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: April 27, 2020

/s/ Mark D. Podgainy  
Mark D. Podgainy



Order Filed on October 19, 2018  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
Caption in Compliance with D.N.J. LBR 9004-1

**LOWENSTEIN SANDLER LLP**

Kenneth A. Rosen, Esq.  
Jeffrey D. Prol, Esq.  
One Lowenstein Drive  
Roseland, New Jersey 07068  
(973) 597-2500 (Telephone)  
(973) 597-2400 (Facsimile)

*Proposed Counsel to the Debtors and  
Debtors-in-Possession*

In re:

Duro Dyne National Corp., *et al.*<sup>1</sup>

Debtors.

Chapter 11

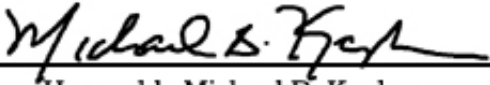
Case No. 18-27963 (MBK)

(Jointly Administered)

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF  
GETZLER HENRICH & ASSOCIATES LLC AS FINANCIAL ADVISOR TO  
THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered two (2) through and including five (5), is hereby **ORDERED**.

**DATED: October 19, 2018**

  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

Page: 2

Debtors: Duro Dyne National Corp., Inc., *et al.*

Case No.: 18-27963 (MBK)

Caption: Order Authorizing Retention and Employment of Getzler Henrich & Associates LLC  
as Financial Advisor to the Debtors as of the Petition Date

---

Upon consideration of the application (the “Application”)<sup>1</sup> of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) for entry of an order authorizing the retention and employment of Getzler Henrich & Associates LLC (“Getzler Henrich”) as financial advisor to the Debtors in these Chapter 11 Cases, effective as of the Petition Date; and upon the Declaration of Mark D. Podgainsky (the “Podgainsky Declaration”), a managing director at Getzler Henrich, submitted in support of the Application and as more fully described in the Application; and the Court being satisfied, based on the representations made in the Application that (i) Getzler Henrich has no connection with the Debtors, their creditors, any other party in interest, their current respective attorneys or professionals, the United States Trustee or any person employed in the Office of the United States Trustee, and does not represent any entity having an adverse interest to the Debtors in connection with the Debtors’ Chapter 11 Cases, except as set forth in the Podgainsky Declaration; (ii) Getzler Henrich is a “disinterested person” as that phrase is defined in section 101(14) of the Bankruptcy Code, (iii) neither Getzler Henrich nor its professionals have any connection with the Debtors, their creditors or any other party in interest; and (iv) Getzler Henrich’s employment is necessary and in the best interest of the Debtors; and the Court having jurisdiction over this matter pursuant to 28 U.S.C §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered on July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application being sufficient under the circumstances; and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor;

---

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Page: 3

Debtors: Duro Dyne National Corp., Inc., *et al.*

Case No.: 18-27963 (MBK)

Caption: Order Authorizing Retention and Employment of Getzler Henrich & Associates LLC  
as Financial Advisor to the Debtors as of the Petition Date

---

**IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** in its entirety.
2. The Debtors are authorized to retain Getzler Henrich, effective as of the Petition Date, under the terms and conditions set forth in the Engagement Agreement, and to compensate and reimburse Getzler Henrich on the terms and in the manner specified in the Engagement Agreement.
3. Getzler Henrich shall file fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the guidelines for the U.S. Trustee and any applicable orders of this Court. Getzler Henrich's fees and expenses shall be subject to review pursuant to the standards set forth in section 330 and 331 of the Bankruptcy Code.
4. Getzler Henrich shall provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Agreement are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.
5. Notwithstanding anything to the contrary in the Application or the Engagement Agreement, to the extent that the Debtors use the services of any other Getzler Henrich affiliate in these Chapter 11 Cases, the Debtors shall file with the Court a separate retention application for each affiliate, and each such affiliate shall comply with any disclosure requirements of Bankruptcy Rule 2014.
6. The indemnification provisions in the Engagement Agreement are approved, subject to the following modifications, applicable during the pendency of these Chapter 11 Cases:



Page: 4

Debtors: Duro Dyne National Corp., Inc., *et al.*

Case No.: 18-27963 (MBK)

Caption: Order Authorizing Retention and Employment of Getzler Henrich & Associates LLC as Financial Advisor to the Debtors as of the Petition Date

- 
- a. Subject to the provisions of subparagraphs b. and c. below, the Debtors are authorized to indemnify the Indemnified Parties, in accordance with the Engagement Agreement, for any claim arising from, related to or in connection with their performance of the services described in the Engagement Agreement; provided, however, that the Indemnified Parties shall not be indemnified for any claim arising from services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;
- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, (i) for any claim or expense that is judicially determined (the determination having become final and no longer subject to appeal) to have arisen from that person's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of Getzler Henrich's obligations under the Engagement Agreement, unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to that person's gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by the proposed order; and
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, Getzler Henrich believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by the proposed order), including without limitation the advancement of defense costs, Getzler Henrich must file an application before this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph c. is intended only to specify the period of time under which the Court shall have

Page: 5

Debtors: Duro Dyne National Corp., Inc., *et al.*

Case No.: 18-27963 (MBK)

Caption: Order Authorizing Retention and Employment of Getzler Henrich & Associates LLC as Financial Advisor to the Debtors as of the Petition Date

---

jurisdiction over any request for fees and expenses for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Getzler Henrich.

7. Getzler Henrich shall apply to the Court for allowances of compensation and reimbursement of out-of-pocket expenses incurred in respect of services provided to the Debtors in these Chapter 11 Cases after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and such other orders as the Court may direct, including, without limitation, any order of this Court establishing procedures for interim compensation and reimbursement of professionals retained in these Chapter 11 Cases.

8. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

10. This Court shall retain exclusive jurisdiction to hear and decide any and all disputes related to or arising from the implementation, interpretation and enforcement of this Order.

Form order – ntcorder

**UNITED STATES BANKRUPTCY COURT**

District of New Jersey  
402 East State Street  
Trenton, NJ 08608

---

Case No.: 18-27963-MBK  
Chapter: 11  
Judge: Michael B. Kaplan

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Duro Dyne National Corp.  
100 Horizon Center Boulevard  
Hamilton, NJ 08691

Social Security No.:

Employer's Tax I.D. No.:  
11-2504664

---

**NOTICE OF JUDGMENT OR ORDER  
Pursuant to Fed. R. Bankr. P. 9022**

Please be advised that on October 19, 2018, the court entered the following judgment or order on the court's docket in the above-captioned case:

Document Number: 195 – 96

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF GETZLER HENRICH & ASSOCIATES LLC AS FINANCIAL ADVISOR TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE (Related Doc # 96). Service of notice of the entry of this order pursuant to Rule 9022 was made on the appropriate parties. See BNC Certificate of Notice. Signed on 10/19/2018. (bwj)

Parties may review the order by accessing it through PACER or the court's electronic case filing system (CM/ECF). Public terminals for viewing are also available at the courthouse in each vicinage.

Dated: October 19, 2018

JAN: bwj

Jeanne Naughton  
Clerk

# **EXHIBIT A**

Getzler Henrich & Associates LLC

MARCH 1, 2020 - MARCH 31, 2020

DURO DYNE (DIP)  
TIME DETAIL - MARCH 2020

Timekeeper	Activity	Date	Hours	Rate	Fees	Description
Podgainsy	Bankruptcy Consulting	03/17/20	0.7	\$ 445.00	\$ 311.50	Preliminary review of Duro Dyne National and Duro Dyne Canada draft 2019 year end financial statements .6 and related correspondence w/ J Sinclair of Charter Oak .1
	<b>Bankruptcy Consulting Total</b>		<b>0.7</b>		<b>\$ 311.50</b>	
Podgainsy	DIP Financing	03/08/20	0.1	\$ 445.00	\$ 44.50	Review of 3/6 AR snapshot
Podgainsy	DIP Financing	03/13/20	0.1	\$ 445.00	\$ 44.50	Review of AR balances and weekly collections
Podgainsy	DIP Financing	03/20/20	0.1	\$ 445.00	\$ 44.50	Review of latest AR aging
Podgainsy	DIP Financing	03/29/20	0.2	\$ 445.00	\$ 89.00	Review of latest AR aging schedule .1 and related correspondence w/ D Krupnick .1
	<b>DIP Financing Total</b>		<b>0.5</b>		<b>\$ 222.50</b>	
Gupta	Fee / Employment Application	03/05/20	0.5	\$ 350.00	\$ 175.00	Initial preparation of January 2020 time detail
Podgainsy	Fee / Employment Application	03/08/20	1.4	\$ 445.00	\$ 623.00	Prepared draft fee statement for January 2020
Podgainsy	Fee / Employment Application	03/09/20	0.6	\$ 445.00	\$ 267.00	Completed January 2020 fee application and sent to counsel for filing
Podgainsy	Fee / Employment Application	03/29/20	2.2	\$ 445.00	\$ 979.00	Prepared fee application for February 2020 and sent to counsel
	<b>Fee / Employment Application Total</b>		<b>4.7</b>		<b>\$ 2,044.00</b>	
	<b>Grand Total</b>		<b>5.9</b>		<b>\$ 2,578.00</b>	

# **EXHIBIT B**

Getzler Henrich & Associates LLC

MARCH 1, 2020 - MARCH 31, 2020

DURO DYNE (DIP)  
EXPENSE DETAIL MARCH 2020

Timekeeper	Expense Category	Expense Sub-Category	Date	Total		Description
Podgainy	Miscellaneous	Pacer Access	02/01/20	\$	0.90	Pacer Usage
				<u>\$</u>	<u>0.90</u>	TOTAL EXPENSES